

Contract User Guide for PRF63

PRF63, Foreign Language Interpretation and Translation Services

UPDATED: 7/2/2018

Contract #: PRF63 MMARS MA #: PRF63*

Initial Contract Term: 7/1/2016 to 6/30/2019

Maximum End Date: 2 Options to Renew Through 6/30/2021

Current Contract Term: 7/1/2016 to 6/30/2019

Contract Manager: Sorraia Tavares (617) 720-3304 Sorraia.Tavares@state.ma.us

This Contract Contains: Small Business Purchasing Program, Supplier Diversity Office (SDO)

Businesses and Prompt Payment Discount Program.

UNSPSC Codes: 82-11-00 Writing and Translations

82-14-20 In Person Language Interpretation

*The asterisk is required when referencing the contract in the Massachusetts Management Accounting Reporting System (MMARS).

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Contract Summary

This contract covers Foreign Language Interpretation, Translation, Telephonic Interpretation and Video Remote Interpretation Services. [American Sign Languages (ASL) is not covered under this contract but is available through Massachusetts Commission for the Deaf & Hard of Hearing (MCD) under their contract MCD06-PO-18-1067-MCD01-MCD01-13286].

PRF63 has 30 active vendors, as identified in <u>COMMBUYS</u> under the PRF63 Master Blanket Purchase Orders (MBPO). **Services Available:**

- Foreign Language Interpretation Services
- Translation Services
- Telephonic Services
- VRI (Video Remote Interpretation Services)

Contract Categories

This contract includes 4 categories of service as listed below.

In-Person Interpretation Services
Translation Services
Telephonic Interpretation
Video Remote Interpretation

Benefits and Cost Savings

Statewide contracts are an easy way to obtain benefits for your organization by leveraging the Commonwealth's buying power, solicitation process, contracting expertise, vendor management and oversight, and the availability of environmentally preferable products.

- Potential user savings through the new rate cap on contract. See price table.
- Twenty-nine (30) active vendors with over 340 languages represented on contract
- Solution-based contract through sub-agreements ("Statement(s) of Work")
- Departments can negotiate a maximum rate equal to, or lower than, listed rates
- Volume discount rates available from select vendors
- Expedited services at no additional charge from select vendors
- NEW lower minimum engagement commitment of 1 hour
- Hiring entities will not pay additional invoices related to project based engagements.



Find Bid/Contract Documents

Direct Link to each PRF63 MBPO is below:

 In-Person Interpretation Services
 PO-17-1080-OSD03-SRC3-00000007881

 Translation Services
 PO-17-1080-OSD03-SRC3-00000007882

 Telephonic Interpretation
 PO-17-1080-OSD03-SRC3-00000007883

 Video Remote Interpretation
 PO-17-1080-OSD03-SRC3-00000007884

To find all contract-specific documents, including the Contract User Guide, RFR, Price Sheet, specifications, and other attachments, visit COMMBUYS.com and search for PRF63 to find related Master Blanket Purchase Order (MBPO's) information. All common contract documents are located in the "Conversion Vendor" Master Blanket Purchase Order (MBPO) for PRF61 and can be accessed directly by visiting PO-17-1080-OSD03-SRC3-00000007999

Who Can Use This Contract

Applicable Procurement Law

Executive Branch Goods and Services: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00;

Eligible Entities

Please see the standard list of Eligible Entities on our Who Can Use Statewide Contracts webpage.

Subcontractors

The awarded vendor's use of subcontractors is subject to the provisions of the Commonwealth's Terms and Conditions and Standard Contract Form, as well as other applicable terms of this Statewide Contract.

Pricing, Quote and Purchase Options

Purchase Options

- Purchases made through this contract will be direct, outright purchases
- This is a fee for service contract

Quotation Requirements:

Multiple quotes must be obtained for all engagements except in case of an emergency.

Compensation Structure/Pricing & Expenses:

- Execute a sub-agreement ("Statement of Work") before any a hiring engagement begins;
- The "Price Table" is on the Attachments Tab in COMMBUYS
- Rates include delivery of a final product: i.e. development, editing and finalization;



- Rates also include: travel, communications, overhead, overtime;
- Invoices are required to be submitted within 30 days; and
- Some expedited service rates are equal to routine service rates or a small percent additional (see pricing).
 - Most engagements will not be bid at the cap rate. Eligible Entities and awarded PRF63 vendors may negotiate lower rates as part of the bid process. This includes all negotiations related to the one-hour minimum for services. Eligible Entities may choose to increase the one-hour minimum, on a case-by-case basis to facilitate services related to languages of limited diffusion.
 - Negotiated rates may be published by the Eligible Entities as part of the bid records in COMMBUYS.
 - Purchases under PRF63 must be recorded in COMMBUYS. Refer to section below for instructions on how to purchase services through PRF63 COMMBUYS MBPOs.
 - > Per Hour/ Per Word/ Per Minute Rates: Please see PRF63 Price Table for a detail review of rates under the contract and the full list of available languages by vendor.

Invoicing: All bills/invoices must minimally include:

- Assignment name.
- Hours billed/invoiced and Statewide Contract hourly rate or portion of project billed:
 - o Hourly rate: Identify account manager or other vendor agent and applicable hourly rate.
- o Project based: Identify portion of project billed and balance remaining, but not an average rate.
- o Supporting documents must accompany billing/invoicing received by an engaging entity.
- Totals should be reviewed for correctness by engaging entity prior to approval.
- Total billed/invoiced must meet the Commonwealth's requirements if audited.

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Executive Departments: All Executive Departments are required to use statewide contracts for their purchases if the goods/services they seek are available on a statewide contract. Executive agencies are required to utilize COMMBUYS for all related statewide contract purchasing activity. For further details please see the <u>Best Value Procurement Handbook</u>.

Eligible Entities: All other Non-Executive Eligible Entities are encouraged to utilize COMMBUYS for all statewide contracts purchasing activity, however the use of COMMBUYS is not required. Non-Executive Eligible Entities may order via email, phone or fax as allowed by the vendor. To ensure that you are being offered statewide contract pricing, contract users NOTE: Contract User Guides are updated regularly. Print copies should be compared against the current version posted on mass.gov/osd Updated: July 2, 2018



should identify and reference the contract number PRF63 when contacting the vendor for quote activity or placing an order.

Pricing Options

• **Ceiling/Not-to-Exceed:** Contract discounts and other pricing published under the contract represents "ceiling" or "not-to-exceed" pricing, and may be further negotiated.

Product/Service Pricing and Finding Vendor Price Files

PRF63 rates are available under the Conversion Master Blanket Purchase Order MBPO PO-17-1080-OSD03-SRC3-00000007999

Eligible Entities: To receive contract item information and/or quotes, Non-Executive Department buyers may contact vendors directly.

Setting Up a COMMBUYS Account

COMMBUYS is the Commonwealth's electronic Market Center supporting online commerce between government purchasers and businesses. If you do not have one already, contact the COMMBUYS Help Desk to set up a COMMBUYS buyer account for your organization: (888)-627-8283 or COMMBUYS@state.ma.us.

When contacting a vendor on statewide contract, always reference PRF63 to receive contract pricing.

Quick Search in COMMBUYS

Log into COMMBUYS, and use the Search box on the COMMBUYS header bar to locate the MBPOs for PRF63. Select Contract/Blanket or Catalog from the drop-down menu.

How To Purchase From The Contract

Once logged into COMMBUYS, select DOCUMENTS > REQUISITIONS > NEW

- General Tab
 - o In the drop-down menu for **Requisition Type**, be sure to select "Release."
 - On the right hand side, select solicitation enabled.
- **Items Tab-** This Tab will allow you to search and add items from any of the five PRF63 MBPOs; however, items can only be selected from a single MBPO at a time per requisition. Please follow the instructions and see below for a list of all five MBPOs.
 - Select Search Items and click the + to open Advance Search fields.
 - Type "PRF63" into the Description field and Find It.



- Review the Item Description to identify the correct PRF63 MBPO service category and area of expertise.
- Select and add Quantity for the category and service area of expertise. Please Note that items
 can only be selected from one MBPO at a time per requisition.
- Click Add to Req. & Exit.
- For each line item added to the Requisition you will need to add the estimated Project or Hourly Catalog Price/Unit Cost. To do so, click Enter Info.
- Select vendors to quote under the **Distributors Tab.**
- Please follow the quote requirements when selecting vendors under the vendor sub tab.

Address Tab

- Enter the Bill To and Ship to address for the Purchasing Entity.
- In the Attachment Tab, you will need to attach the following:
 - Statement of Work.
 - Any other bid document (s) at your discretion.

Summary Tab

- o Review your Solicitation Enabled Release Requisition.
- Send for Approval.



Distributor Model Master Blanket Purchase Orders (MBPOs)

Refer to www.COMMBUYS.com

- Click on "Advanced Search" to search by "Document Type."
- Select "Contract/ Blankets."
- Type in "PRF63" in the "Contract/ Blankets Description" search field to find the distributor model Master Blanket Purchase Orders (MBPOs) for MBPOs listed below:

PO-17-1080-OSD03-SRC3-00000007881	PRF63-In-Person Interpretation Services
PO-17-1080-OSD03-SRC3-00000007882	PRF63-Translation Services
PO-17-1080-OSD03-SRC3-00000007883	PRF63- Telephonic Interpretation
PO-17-1080-OSD03-SRC3-00000007884	PRF63- Video Remote Interpretation
PO-17-1080-OSD03-SRC3-00000007999	PRF63 Bid and Contract Documents

Document items in COMMBUYS that have already been purchased

This type of contract allows buyers to document a contract purchase in COMMBUYS that already has taken place through a Request for Payment Authorization (RPA) Release Requisition. It also allows MMARS users to easily keep track of spend. NOTE: MMARS and COMMBUYS do not interface –payment request and invoice should be reported in both MMARS and COMMBUYS separately.



For a description of how to complete this purchase in COMMBUYS, visit the Job Aids for Buyers webpage, and select:

The COMMBUYS Requisitions section, and choose the How to Create an RPA Release Requisition job aid.

Obtaining Quotes

Contract users should always reference PRF63 when contacting vendors to ensure they are receiving contract pricing. Quotes, not including construction services, should be awarded based on best value.

Instructions for MMARS Users

MMARS users must reference the MA number in the proper field in MMARS when placing orders with any contractor. Contact the Comptroller Help and Support Desk at 617-973-2468 or via email at Comptroller.Info@state.ma.us for additional support.

Emergency Services

Many statewide contracts are required to provide products or services in cases of statewide emergencies. <u>ML - 801 CMR</u> <u>21</u> defines emergency for procurement purposes. Visit the <u>Emergency Contact Information for Statewide Contracts</u> list for emergency services related to this contract.

Additional Information/FAQs

Translation and Interpretation Descriptions:

Interpreting:

Interpreting is the process of fully understanding, analyzing, and processing a spoken message and then faithfully rendering it into another spoken language. Interpreters must be able to accurately convey the meaning from one language to another in a culturally appropriate manner, mindful of the setting in which they are rendering their services.*

Interpretation Services include:

- Oral face to face interpretation (in-person)
- Telephonic Interpretation Services/Video Remote Interpretation (VRI. Services may take place in a variety
 of settings such as office buildings, medical facilities, hearing offices, schools, construction sites,
 individual and family homes, or other locations as deemed necessary.

Fee Structure for Interpretation Services are to be billed at an hourly rate with a <u>minimum time</u> agreed upon by the purchasing entity and the vendor, which shall be no shorter than one hour. Time beyond this minimum will be billed in 15-minute increments. Please review **RFR Section: 7** Compensation Structure for details on pricing and billing.

Interpreters:



Unless a Purchasing Entity has specified a longer period, Contractors are required to arrive at least fifteen (15) minutes prior to the scheduled time of on-site scheduled appointment in order to receive any instructions from the Purchasing Entity. The Contractor is responsible for taking all necessary actions to obtain adequate transportation, accurate times, locations, directions, telephone numbers, contact person(s) and any other information or actions to ensure that that they are present at the proper location at the time specified.

Contractors may be penalized for being late. Purchasing Entities may dock payment for the period Contractor was late from the total period of performance time. Contractors who are continually late may be terminated from the Statewide Contract for poor performance. Performance time shall consist of the total time the Contractor is on-site performing services under the Statewide Contract. This includes the time in advance of scheduled assignment (usually 15 minutes unless a longer period is specified), any time preceding actual performance that the Contractor is waiting to begin performance due to delays not caused by the Contractor; such as time required by the Purchasing Entity to answer questions, or to receive any additional instructions from the Purchasing Entity. The Contractor must keep an accurate record of all performance time. The Purchasing Entity will certify this record on the completion of performance.

Upon request, Contractors may be asked to provide documentation about vaccination history.

The minimum billable time will be one (1) hour. Defaults (interpreter(s) who do not arrive for scheduled assignments will also be billed at one (1) hour.

Telephonic/Video Remote Interpretation (VRI) Services:

Contractors shall comply with all Federal and State wiretapping and recording statutes, including MGL Chapter 272, Section 99 by not directly or indirectly monitoring, taping, intercepting, or recording conversations without explicit consent;

The Contractor shall provide both scheduled and unscheduled telephonic interpretation services for non-English speaking individuals 24 hours a day and 7 days a week;

Contractors shall provide, at no extra cost to the Purchasing Entity, a dedicated, toll-free, number to access interpretation services. All costs for this toll-free access will be borne by the Contractor;

Contractors *shall not* require the Purchasing Entity to purchase or obtain a specific type of equipment to access telephonic interpretation services;

The Contractor must respond to incoming calls/requests for services within an average of 15 seconds (for a live agent) or 5 seconds (for an automated voice response system);

The Contractor shall maintain an average monthly successful connection (to interpreter) time, for all languages provided, of 30 seconds or less.



All Interpreters provided by the Contractor shall be pre-qualified, tested and trained for industry standard terminology and agree to adhere to the American Society of Testing and Materials (ASTM) standard interpretation guide;

The Contractor shall provide 24-hour, toll free, Customer Support line attended to by live representatives;

Contractors must prioritize emergency, time critical, and non-time critical calls; (*i.e.* hotline and emergency room, case worker in the field). For conference call or Video Remote Interpretation (VRI) billing purposes, the contractor may bill only for the actual time an interpreter participates on a call. The time required to set-up the conference call prior to the interpreter joining the call and any continuation of the conference call once the interpreter has dropped off, will not be chargeable time. The contractor may not terminate the conference call at any time before all parties to the call have dropped off, regardless of whether the services of the interpreter are no longer needed. (i.e. the Contractor must maintain the conference call connection as long as at least 2 parties are still connected.) There will be an announcement at end of call or VRI, so all parties can disconnect.

The Contractor shall provide an Account Team that is dedicated to support the activities provided under this initiative.

Translators:

"Translators work with the written word, converting text from a source language into a target language. This is far more than replacing one word with another. The translation must also convey the style, tone and intent of the text, while taking into account differences of culture and dialect. The finished document should read as if it had originally been written in the target language for the target audience."*

Translation Services:

- The Contractor shall be capable of receiving Source Language documents by facsimile, e-mail or other
 electronic means (i.e. Microsoft Word, PDF or flat files, standard word processing languages, etc.), U.S.
 postal service or courier delivery. The typical delivery is expected to be by facsimile, e-mail or other
 electronic means.
- From the Source Language to the Target Language, the written text of the Target Language will be determined by the Statement of Work (SOW) of the Purchasing Entity.
- The Contractor shall provide all language translation services for languages or dialects at the per word rates of the Source Language as provided within the Cost Table/Price Sheet.
- Translation documents must be delivered in both "Word" and "PDF" unless instructed differently by the Purchasing Entity.



• In expedited situations the Purchasing Entity will determine how the written document translation shall be completed in terms of word count or number of pages of the Target Language translation.

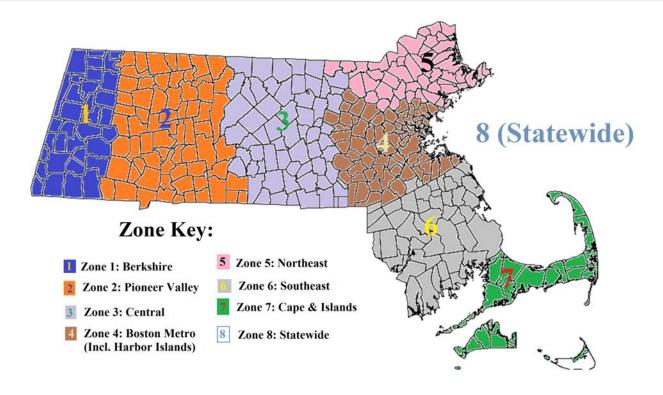
*T&I Descriptions, NAJIT, March 5, 2016

Geographical Service Area

Regional Coverage

- Zone 1 (Western MA/Berkshire)
- Zone 2 (Pioneer Valley)
- > Zone 3 (Central MA)
- Zone 4 (Boston Metro including the Harbor Islands)
- Zone 5 (Northeastern MA)
- Zone 6 (Southeastern MA)
- > Zone 7 (Cape Cod & the Islands)
- Zone 8 (Statewide)





Other Discounts

• **Prompt Pay Discounts:** A discount given to the buyer if paid within a certain time period. These discounts may be found in the <u>Vendor List and Information</u> section below. All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed by vendor and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured from the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

Performance and Payment Time Frames Which Exceed Contract Duration

All agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes for twelve (12) calendar months. No written agreement shall extend more than 12 months beyond the current contract term of this Statewide Contract as stated on the <u>first page</u> of this contract user guide. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.



Contract User Guide for PRF63

Strategic Sourcing Team Members

•	Omar Cabrera	DPH
•	Charles Caron	DPH
•	Cynthia Cheek	EHS
•	Patricia Cody	MRC-DDS
•	Joy Connell	DMH
•	Marisa De La Paz Chase	EOL
•	Tim Dolan	DTA
•	Susan Guiney Burke	MRC-DDS
•	Jodi Paris Anastos	OSD
•	Emanuel Ramos	DTA
•	Christopher Silva	DTA
•	Sorraia Tavares	OSD
•	Margaret Van Gelder	DDS
•	Nhat Le	MOBD



Contract User Guide for PRF63

Vendor List and Information*

Vendor	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email
PRF63 Bid and Contract Documents. (Master Contract Record)	N/A	Sorraia Tavares	617-720-3304	Sorraia.Tavares@state.ma.us
Baystate Interpreters, Inc.	VC0000251614 Line 1	Darrin Brooks	978-632-1662	dbrooks@baystateinterpreters
Catholic Charitable Bureau of the Archdiocese of Boston	VC6000162789 Line 2	Marjean Perhot	617-464-8101	marjean perhot@ccab.org
Central MA Area Health Education Center	VC6000168529 Line 3	John True	508-756-6676	jtrue@centerforhealthimpact.c
Certified Languages International	VC0000718066 Line 24	Dickey McMath	503-484-2317	dmcmath@certifiedlanguages.o
CPSL USA Corporation	VC0000838467 Line 25	Tenesoya Pawlowsky	480-600-0707	tpawlowsky@cpsl.com
Cross Cultural Communication Systems, Inc. (CCCS)	VC6000182416 Line 4	Linda Demmons	781-729-3736	Linda contracts@embracingcultur
CTS LanguageLink	VC6000264087 Line 5	Sarah Gamble	360-433-0441	contracts@ctslanguagelink.com
Fox Translation Services	VC0000840511 Line 27	Dina Reed	407-733-3720	dina@foxcasemanagement.com
Global Link Language Services, Inc.	VC0000237702 Line 15	Anthony Federico	617-451-6656	afederico@languagetranslate.c
Indus Translation Services	VC0000838469 Line 22	Farah Kamran	732-889-1490	farah@industranslation.com
InterpreterLink	VC0000637013 Line 14 VC0000375267	Madeline Cruz	413-883-4330	info@certifiedinterpreterlink.co
Interpreters and Translators, Inc.	Line 6 VC0000558614	Diana Pagano	860-818-1710	dpagano@ititranslates.com
Interpreters Associates, Inc. Interpreters Unlimited,	Line 7 VC0000538974	Art Liebl	617-886-5110	aliebl@interpretersassociates.c
Inc. JRivera Associates, Inc.	Line 16 VC0000838466	Shamus Sayed Jose R. Rivera	858-866-1130 209-405-0951	shamus.sayed@iugroup.com mrr@jriva.com



Vendor	MMARS Vendor Code and Vendor Line	Contact Person	Phone #	Email
	Line 28			
	VC6000251466			
JTG, Inc.	Line 29	Leyla Blanco	571-527-2794	lblanco@jtg-inc.com
	VC0000610059			
Keylingo Translations	Line 17	Richard Dealy	781-556-1088	richard.dealy@keylingo.com
	VC0000375322	Lyudmila		
Language Bridge, LLC	Line 8	Dubinchik	413-478-2598	mila_dubinchik@comcast.net
Language Connections,	VC0000817450			Frederique.ellis@languageCon
Inc.	Line 9	Frederique Ellis	617-277-4204	ons.com
	VC6000262968			
Language Line Services	Line 10	Alisa Smith	831-648-7174	ASmith@languageline.com
	VC0000840521	Daniel		
Languages Translation	Line 21	Shamebo		
Services		Sabore	253-835-0107	info@advancedtranslationservices.
	VC0000375305			
Lingualinx	Line 18	Colin Melanson	518-388-9000	cmelanson@lingualinx.com
Lionbridge	VC0000838464			
Technologies, Inc.	Line 26	John Drugan	978-964-9550	john.Drugan@lionbridge.com
	VC0000838461		360-823-4305	
NWI Global	Line 23	Vic Marcus		vmarcus@nwiglobal.com
Patricio Endara	VC6000207968		508-736-7030	
Translations	Line 11	Patricio Endara		pendara@verizon.net
	VC0000841297	Anette Van De		
Powerling Inc.	Line 30	Loo	617-935-5678	a.vandeloo@powerling.com
	VC0000176807			
Rapport International	Line 12	Wendy Pease	978-443-2540 x101	wendypease@rapportintl.com
	VC0000838436			
Telelanguage	Line 20	Manuela Villa	503-459-5655	mvilla@telelanguage.com
	VC0000360734			
TransFluenci, LLC	Line 13	Jessica Ridley	413-737-1888	jessica@transfluenci.com
	VC6000215571	Michael		
TransPerfect Global	Line 19	Macrina	202-347-2300	mmacrina@transperfect.com

^{*}Note that COMMBUYS is the official system of record for vendor contact information.

Appendix A

^{**} MBPO $\underline{PO-17-1080-OSD03-SRC3-00000007999}$ is the master contract record for all common contract files.



	SDP	PPD - 10	PPD - 15	PPD - 20	PPD - 30
Vendor Name	Percentage	Days	Days	Days	Days
Baystate Interpreters, Inc.	.50%	1%			
Catholic Charitable Bureau of the Archdiocese of			10/		
Boston Central MA Area Health Education Center	15%	2%	1%		
Certified Languages International	5%	.5%			
CPSL USA Corporation	15%	1.5%			
Cross Cultural Communication Systems, Inc. (CCCS)	18%	1.5%	1%	.75%	.5%
CTS LanguageLink	5%	2%	1.5%	1%	
Fox Translation Services	5%	4%	3%	2%	1%
Global Link Language Services, Inc.	15%	2%			
Indus Translation Services	5%	4%	3%	2%	1%
InterpreterLink	10%	5%	4%	3%	2%
Interpreters and Translators, Inc.	10%	2%		1%	
Interpreters Associates, Inc.	2%	2%			
Interpreters Unlimited, Inc.	10%	5%	4%	3%	2%
JRivera Associates, Inc.	5%	3%	2%	1%	



					1
JTG, Inc.	5%	2%			
Keylingo	5,0	_,,			
Translations	4%	5%	5%	4%	4%
Language Bridge, LLC	20%	2%	2%	2%	1%
Language Connections, Inc.	4%	4%	3%	2%	
Language Line Services	2%	1%	.5%		
Languages Translation Services	10%	0.05%			
Lingualinx	5%	2%			
Lionbridge Technologies, Inc.	10%	1%			
NWI Global	3%	1%	5%		
Patricio Endara Translations	.7%				2%
Powerling Inc.	5%	5%	4%	3%	2%
Rapport International	1%	2%			
Telelanguage	1%	1.5%			
TransFluenci, LLC	2%	4%	3%	2%	1%
TransPerfect Global	10%	1%	1%	1%	1%